



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

GAIL FARBER, Director

August 30, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

29 August 30, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AGREEMENT WITH THE CITY OF LONG BEACH
REGARDING LOW-FLOW DIVERSIONS AT
BELMONT AND APPIAN WAY PUMP PLANTS
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an agreement with the City of Long Beach to establish use, operation, and maintenance responsibilities for low-flow diversion systems installed within two Los Angeles County Flood Control District facilities.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the proposed project is categorically exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an agreement with the City of Long Beach to establish the use, operation, and maintenance responsibilities for low-flow diversion systems installed within two Los Angeles County Flood Control District facilities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to enter into an agreement with the City of

Long Beach to establish the use, operation, and maintenance responsibilities of low-flow diversion systems within two LACFCD facilities. The agreement will be approved as to form by County Counsel and substantially similar to the one enclosed. The City of Long Beach will be responsible for operation and maintenance of the low-flow diversion systems, with the LACFCD providing limited assistance with as-needed repair or replacement of damaged or worn out components at the City's request. The City of Long Beach will be billed quarterly by the LACFCD for any assistance with the operation and maintenance related to the low-flow diversion systems.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). The use of the low-flow diversion systems, which divert dry-weather street runoff into sanitary sewers, will provide enhanced recreational opportunities for citizens of the County of Los Angeles who make use of the Alamitos Bay and Long Beach Marina.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The LACFCD's costs for as-needed assistance with the operation and maintenance will be reimbursed by the City of Long Beach on a quarterly basis. Funding for the assistance is available in the Fiscal Year 2011-12 LACFCD's Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LACFCD storm drain Project No. 5101, Unit 3, discharges dry-weather runoff from the City of Long Beach into the Alamitos Bay via the LACFCD Belmont Pump Plant. In response to water-quality concerns by the City of Long Beach, \$500,000 was appropriated to the City of Long Beach from the County general fund for various Fourth District improvements to install a low-flow diversion within the LACFCD Belmont Pump Plant to divert the runoff into a sanitary sewer. This low-flow diversion system has been in operation since January 2010.

LACFCD storm drain Project No. 5102, Unit 2, discharges dry-weather runoff from the City of Long Beach into the Long Beach Marina via the LACFCD Appian Way Pump Plant. The City of Long Beach has installed a low-flow diversion system within the LACFCD Appian Way Pump Plant. The low-flow diversion system diverts runoff into a sanitary sewer. This low-flow diversion system has been in operation since December 2008.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA). The project is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301(f) of the CEQA Guidelines and Class 1(i) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current LACFCD services or projects during the performance of the recommended actions. The operation of the low-flow diversion systems will reduce urban runoff discharges to the Alamitos Bay and Long Beach Marina. This will allow for enhanced recreation in and around the Alamitos Bay and Long Beach Marina.

CONCLUSION

Please return three adopted copies of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GH:cp

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT NO.
APPIAN WAY PUMP PLANT
BELMONT PUMP PLANT
PARCELS NOS. 7249016900 AND 7242005900
THOMAS GUIDE PAGE 826, B2/D2
FOURTH DISTRICT

AGREEMENT REGARDING LOW-FLOW DIVERSIONS AT BELMONT AND APPIAN
WAY PUMP PLANTS

THIS USE AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as LACFCD), and the CITY OF LONG BEACH, a municipal corporation (hereinafter referred to as CITY).

W I T N E S S E T H

WHEREAS, LACFCD owns, operates, and holds fee title to certain property and facility as shown on Exhibit A, commonly known as the Belmont Pump Plant; and

WHEREAS, LACFCD owns and operates the facility shown on Exhibit B, commonly known as the Appian Way Pump Plant; and

WHEREAS, the Belmont and the Appian Way Pump Plants shall (hereinafter collectively be referred to as the PREMISES); and

WHEREAS, CITY has constructed projects (hereinafter collectively referred to as PROJECTS) on the PREMISES consisting of low-flow diversion pump systems, including pumps, piping, vaults, controls and electrical systems, and appurtenances as more particularly depicted on plans approved by the LACFCD for Permit No. T200901882 (for Belmont Pump Plant) and as generally shown on Exhibit A attached hereto and made a part hereof, and as more particularly described in the documentation for Permit No. T200703735 (for Appian Way Pump Plant), and as generally shown on Exhibit B attached hereto and made a part hereof; and

WHEREAS, PROJECTS are intended to divert dry-weather street runoff (hereinafter referred to as runoff) into a sanitary sewer from LACFCD storm drains, Project No. 5101, Unit 3, which conveys runoff from areas within CITY to Alamitos Bay, and Project No. 5102, Unit 2, which conveys runoff from areas within CITY to Long Beach Marina; and

WHEREAS, PROJECTS are of general interest to CITY, and will enhance the value of Alamitos Bay and Long Beach Marina as recreational resources; and

WHEREAS, LACFCD and CITY desire to enter an agreement to establish the operations and maintenance responsibilities, and the obligations of each party relating to PROJECTS; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LACFCD and CITY, and of the promises herein contained, it is hereby agreed as follows:

SECTION I

LACFCD AGREES AS FOLLOWS:

- A. CITY is authorized to use PREMISES for the purposes of PROJECTS.
- B. LACFCD will assist with operation and maintenance of the PROJECTS on CITY'S behalf. LACFCD'S assistance in the operation and maintenance of the PROJECTS shall be limited to the following:
 1. Repair or replacement of damaged or worn-out components of PROJECTS within a reasonable time frame upon request from CITY.
- C. LACFCD will send a billing invoice to CITY, on a quarterly basis, itemizing the services performed and the costs incurred by LACFCD in connection with the operation and maintenance of the PROJECTS during that quarter.

SECTION II

CITY AGREES:

- A. CITY shall provide LACFCD with approved as-built plans within three (3) months of execution of this AGREEMENT.
- B. CITY shall be responsible for all aspects of the operation and maintenance of PROJECTS, except as referred to in Section I, Paragraph B.
- C. CITY shall pay each billing invoice sent by LACFCD, as described in Section I, C, above, within thirty (30) days of the date of said invoice.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. The provisions of this AGREEMENT shall apply to all future improvements to the PROJECTS, or either of them, made by CITY and to any future

low-flow diversion pump system installed within PREMISES, or either of them, by CITY and authorized by LACFCD.

- B. The PROJECTS shall be the property of the CITY, unless transfer thereof is made to an appropriate governmental agency, in accordance with existing law at the time of any such transfer. LACFCD shall retain ownership of the storm drain system and flood control facilities within PREMISES, exclusive of the PROJECTS, unless transfer thereof is made to an appropriate governmental agency, in accordance with existing law at the time of any such transfer.
- C. CITY shall retain sole responsibility for complying with Federal, State, and local water-quality regulations with respect to runoff generated within CITY.
- D. CITY shall handle community relations and respond to public inquiries, complaints, etc., related to PROJECTS, and LACFCD shall forward any public inquiries, complaints, etc., related to PROJECTS to CITY.
- E. CITY shall be responsible for obtaining all applicable permits, and for compliance with all applicable permit requirements and regulations, related to the operation and maintenance of the PROJECTS, including the discharge of water from PROJECTS to any sanitary sewer. These permit requirements and regulations may include, without limitation, regular sampling and periodic hydraulic calibration for flow measuring devices as required by the County Sanitation Districts of Los Angeles County.
- F. CITY shall pay any and all fees related to the operation and maintenance of the PROJECTS, including the discharge of water from the PROJECTS to any sanitary sewer. These fees may include without limitation, annual fees required by the County Sanitation Districts of Los Angeles County.
- G. Termination
 - 1. This AGREEMENT may be terminated pursuant to the mutual agreement of both parties. In the event this AGREEMENT is terminated, pursuant to this Section III, G, 1, the LACFCD may, in its sole discretion, provide CITY with a written notice to remove the PROJECTS and restore the PREMISES to a condition similar to or better than that which existed prior to installation of the PROJECTS. If LACFCD provides CITY with such a notice, CITY shall complete all work required to comply with the notice within ninety (90) days. If CITY fails to do so, LACFCD may, in its sole discretion, complete said work.

2. If CITY fails to comply with any of the terms or conditions of this AGREEMENT or an incompatibility arises between the PROJECTS and the resources and obligations of the LACFCD, the LACFCD may, in its sole discretion, terminate this AGREEMENT as to one or both PROJECTS and provide CITY with a written notice to remove the PROJECTS, or either of them, and restore the PREMISES to a condition similar to or better than that which existed prior to installation of the PROJECTS. If LACFCD provides the CITY with such a notice, CITY shall complete all work required to comply with the notice within ninety (90) days. If CITY fails to do so, LACFCD may, in its sole discretion, complete said work.
 3. If the LACFCD removes the PROJECTS pursuant to Section III, G, 1, or Section III, G, 2, above, the LACFCD shall submit a billing invoice to CITY indicating the costs and expenses incurred by the LACFCD in connection with the removal of the PROJECTS, or either of them, specifically including any work required to restore the PREMISES to a condition similar to or better than that which existed prior to installation of the PROJECTS, and CITY shall reimburse to LACFCD all such costs and expenses within thirty (30) days of the billing invoice.
- H. LACFCD shall not be responsible for any costs or expenses related to any relocation, alteration, or modification of the PROJECTS or any portion thereof.
- I. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- J. Neither LACFCD nor any officer or employee of LACFCD shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold LACFCD, and its officer and employees, harmless from any claims, damages, injuries, or liability caused by any acts or omissions on part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- K. Neither CITY, nor any officer or employee of CITY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of LACFCD under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of LACFCD

under this AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, LACFCD shall fully indemnify, defend, and hold CITY, and its officers and employees, harmless from any claims, damages, injuries, or liability caused by any acts or omissions on part of LACFCD under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of LACFCD under this AGREEMENT.

- L. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.
- M. This AGREEMENT may be amended or modified only by mutual written consent of the LACFCD and the CITY.
- N. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

City Engineer
City of Long Beach
333 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

And,

Storm Water/Environmental
Compliance Officer
City of Long Beach
333 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

LACFCD:

Ms. Gail Farber
Chief Engineer
Los Angeles County Flood Control District
P.O. Box 1460
Alhambra, CA 91802-1460

And,

County of Los Angeles
Department of Public Works
Flood Maintenance Division
5525 East Imperial Highway
South Gate, CA 90280

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respectively behalf, as follows:

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
City Engineer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Deputy

CITY OF LONG BEACH

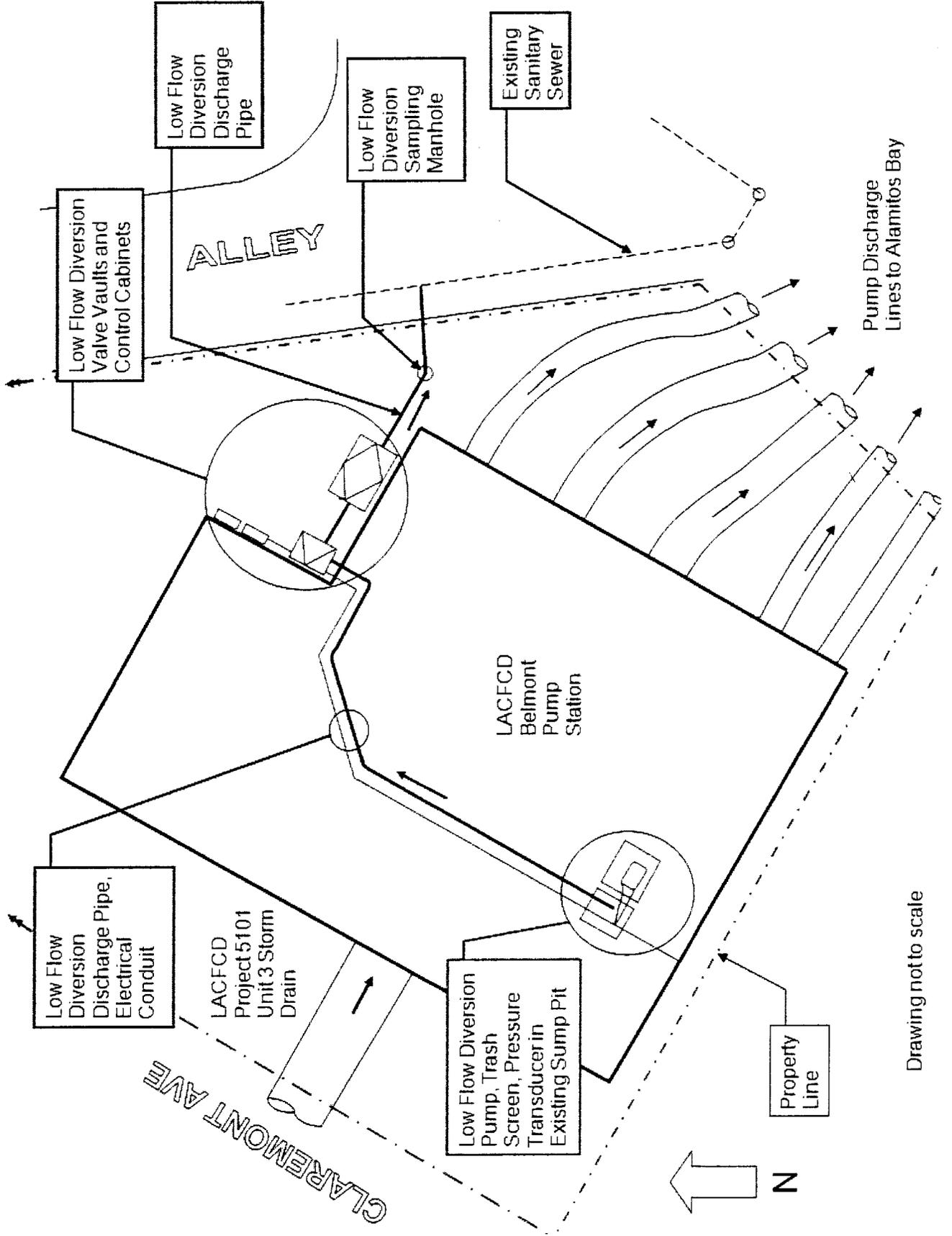
BY _____
City Manager

APPROVED AS TO FORM:

ROBERT SHANNON
City Attorney

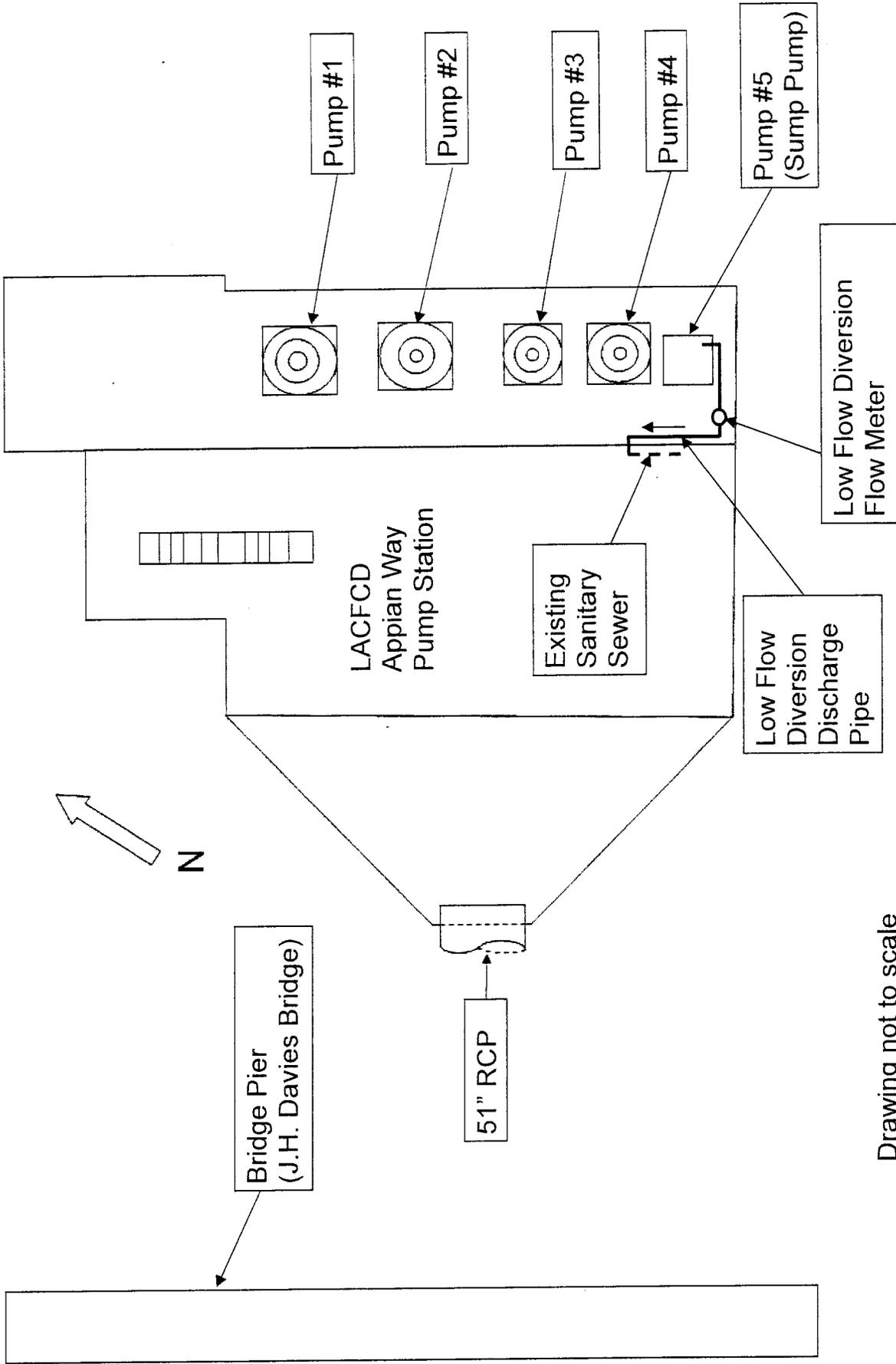
By _____
Deputy

DRAFT Exhibit A: Belmont Pump Station Low Flow Diversion



DRAFT Exhibit B: Appian Way Pump Station Low Flow Diversion

Note: Exhibit as of April 2011



Drawing not to scale